The chapter on "The Law's Delays" is an interesting one. By way of illustration of what is possible under our system, an exceptional case is given of a brakeman who in 1882 was injured on a New York railroad, and brought suit against the company. A final decision was not reached until 1902, and during the twenty years seven appeals were taken. "The right of trial by jury is one cause of such delays. The broad right of appeal is another,"

A characteristically wise word uttered by Judge Baldwin is worthy of special notice. He says, "Government is a device for applying the power of all to secure the rights of each. Any government is good in which they are thus effectually secured. That government is best in which they are secured with the least force." The definition rules out attempts to sacrifice the rights of some to the whims and fads of others. That which follows rebukes the tendency of shallow minds, under the spur of so-called "patriotism," to consider our form of government the only good one for all kinds and conditions of men; it also rebukes the tendency so strong at the present time to distrust moral suasion and depend mainly on force to accomplish needed reforms.

THE LAW OF FIRE INSURANCE. By George A. Clement. New York: Baker, Voorhis & Co. 1905. Vol. II. pp. cxvii, 807.

This volume completes Mr. Clement's treatise on the subject of Fire Insurance. It takes as its basis those conditions of the standard forms of the fire insurance policy, and similar conditions in other forms, which specifically declare the policy to be void, if such conditions are not complied with. In other words, it is confined to that branch of fire insurance law which has to do with a policy that has been repudiated as void by the insurer. The first volume, noticed in 4 COLUMBIA LAW REVIEW 147, treated the branch of the subject, relating to a fire policy as a valid contract, in the event of fire and the adjustment of claims thereunder.

Such a treatment of the subject has its advantages, especially for the insurance agents and adjusters. It does not enable the author, however, to produce a book fit for the ordinary layman, or even for the law student. Indeed, the author rather plumes himself on the unique character of his work. It is neither a treatise nor a digest, as those words are ordinarily understood and applied, he assures us. The "text is not burdened and clouded with the individual views and opinions of the author, as to what the law or rules ought to be." It contains only "practical rules, affecting conduct, brought out in clear, sharp, and distinct relief, based on logical analysis." Whenever there is conflict in these rules, and such a situation frequently develops, the author undertakes to indicate it either in the express language of the rules or in the notes.

Notwithstanding the author's disclaimer, the work is really a digest of this branch of the law. So far as its statement of rules is concerned, it does not differ greatly from the work now publishing under the editorship of Edward Jenks, entitled, "A Digest of English Civil Law," which has been described as an attempt to digest

the principles of English private law into a series of clear and intelligible rules.

Yes, these volumes by Mr. Clement are a digest; somewhat diffuse, it is true, and contradictory in parts as any statement must be of the rules actually applied by our various American jurisdictions in fire insurance litigations; but still a digest of case law. Being a digest, its value must depend upon the clearness and precision with which the rules are expressed and the care with which the cases appended to each rule have been selected. While we have not been able to examine the work with the thoroughness necessary to a final judgment upon its merits, the examination which we have made leads us to believe that the practicing lawyer will find it a most convenient and serviceable handbook. Certainly, its citation of cases has been brought down to date; and its table of cases, table of contents and its index are very full and satisfactory.

A TREATISE ON THE LAW OF AGENCY. By W. L. Clark and H. L. Skyles. Two vols. St. Paul: Keefe-Davidson Co. 1905. pp. liv, 2178.

This is a book of strangely uneven merit. It opens by justly criticising some definitions of Agency and by giving a definition possessing greater accuracy. Yet the hope thus raised by § 1 is blasted by § 2, which, in dealing with the "creation and existence of the relation," manages to be unsatisfactory in each of its five paragraphs; for in (*a*) it fails to indicate whether the creation of the relation "in general" requires communication between principal and agent—a shortcoming not wholly made good by the longer discussion in §§ 40–43; and in (*b*) it fails to make clear that "agency by estoppel" exists only as to the very third person who has been led astray—another shortcoming not aided by the later discussion in §§ 55–56; and in (*c*) it groups together under "agency by necessity" several incongruous items, some being instances of the enlarged powers which are incident to actual agencies in cases of emergency, and others being instances of no agency at all, but simply of *quasi*-contractual liability, as in the case of necessaries furnished to a wife—a group of shortcomings made somewhat worse by the later discussion in §§ 61–62 and 85; and in (*d*) it includes "authority of partner to bind firm" as an instance of agency by operation of law—an exaggerated analogy not much improved by what is developed in § 90; and in (*e*) it includes "agency by ratification" as an instance of actual agency, although, of course, ratification does not in fact make the *quasi*-agent an agent.

On the other hand, not many pages beyond, § 91 treats usefully "unincorporated clubs and societies as principals." Yet § 102, on ratification, is thoroughly untrustworthy, stating in one sentence, with proper citation, the famous House of Lords rule in *Keighley* v. *Durant* [1901] A.C. 240, and two sentences farther along stating the precisely opposite rule, with no perception that it is an opposite rule and that the authority cited for it in the foot-note is the very decision reversed in *Keighley* v. *Durant*. Later in the work,